

STAN Engineers

Since 1981

March 1, 2022

Mr. Sam Lewis
Associate
Bricker & Eckler LLP
slewis@bricker.com
614.227.8856

Re: Richmond Heights Upper School – Third Party Boiler System Review
Engineering Fee Proposal

Mr. Lewis:

Thank you for the opportunity to submit this proposal for engineering consulting services related to a third party review of the newly installed boiler system at Richmond Heights Upper School. It is my understanding based on our discussions, as well as our meeting with the district, that there are concerns about the sizing and operation of the boiler system and associated systems.

I have prepared this proposal based on the following scope of services:

1. Review construction documents related to the boilers and associated systems.
2. Conduct a building load analysis to evaluate boiler plant sizing.
3. Conduct an on-site evaluation of the boiler plant installation and operation, and review temperature controls.
4. Prepare a report detailing review findings and conclusions.
5. Meet with Bricker & Eckler and Richmond Heights staff to review and discuss the report.

We propose to provide the scope of work for a fee of \$9,500.00

If you have any questions about the proposal, please contact me. Thank you for your consideration.

STAN and Associates, Inc.



Drew A. Koenig, PE
President

OWNER-CONSULTANT AGREEMENT

Owner:	Richmond Heights Local School District Board of Education 447 Richmond Road Richmond Heights, Ohio 44143	Consultant:	STAN and Associates, Inc. 300 West Monument Avenue, Suite 200 Dayton, Ohio 45402
Owner's Representative:	Dr. Renee Willis, Superintendent willis.renee@richmondheightsschools.org	Consultant's Representative:	Drew A. Koenig, P.E. dkoenig@stanengineers.com
Project:	Boiler System Evaluation	Scope:	Engineering Consulting Services

The Consultant was selected by the Owner pursuant to Ohio Revised Code Section 153.71 to provide engineering consulting services to the Owner. The Owner reserves the right to add additional scope and services, as further services are identified and funds are available.

Owner and Consultant hereby agree as set forth below:

Article 1 — Consultant's Responsibilities

§ 1.1. Scope of Work. The Consultant shall provide consulting services for the Project, as specifically outlined in **Exhibit A** ("Consultant's Services" or "Scope of Work"). Consultant shall perform the Work identified in the Agreement under the direction of a duly licensed or qualified professional in accordance with applicable laws, regulations, and professional standards. The Owner and its agents may rely on the Consultant's deliverables, reports, and other work product. The Consultant will be compensated as provided in Section 3.1 herein. Should Consultant identify the need to add additional scope, the Consultant shall recommend such additions as Additional Services.

§ 1.1.1. Project Description. The Project includes an evaluation of the design and installation of the boilers and associated systems located in the Owner's newly constructed Upper School Building. Upon completion of this evaluation, the Consultant will prepare a report detailing its findings and conclusions regarding the design and installation of the boilers and associated systems.

§ 1.2. Additional Services/Modifications. Notwithstanding anything to the contrary, Consultant must receive prior written authorization from the Owner for modifications to the Scope of Work, provision of any services beyond those provided in Section 1.1 (such as "Additional Services"), changes to compensation, or any other modifications to this Agreement. The Consultant shall be compensated for Additional Services as provided in Section 3.2 herein.

§ 1.3. General.

§ 1.3.1. In providing services under this Agreement, subject to the Standard of Care, the Consultant shall comply with all federal, state, and local laws, regulations, and orders applicable to the Consultant's Services and shall prepare any drawings, specifications, documents or other instruments of service in conformity with all such statutes, regulations, ordinances, and orders, except to the extent that the

Consultant has advised the Owner in writing of an ambiguity in any such statutes, regulations, ordinances, and orders.

§ 1.3.2. Consultant warrants and represents that it and its sub-consultants, if any, presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

§ 1.4. Consultant's Standard of Care. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals licensed to practice in the State of Ohio with above-average experience in projects similar to the Project, in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with its Standard of Care and the orderly progress of the Project.

§ 1.5. Insurance. Consultant shall secure at its own expense and maintain through the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable worker's compensation statutes and to protect it from claims for bodily injury, death or property damage and Professional Liability as may arise from the performance of its services under this Agreement. Minimum coverages to be provided include the following:

Worker's Compensation and Employers' Liability Insurance, as required by Ohio law.

Commercial General Liability, including completed operations, contractual liability, and protective liability insurance if any of the services or work provided are performed by others, in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Automotive Liability, covering all owned, non-owned, and hired automobiles used in connection with the Project, with minimum limit of \$1,000,000 for bodily injury (including death) and \$1,000,000 combined single limit.

Professional Liability Insurance for protection of claims arising out of the performance of any design and/or engineering services performed or furnished by Consultant for the Project for which the Consultant may become legally liable, in a minimum amount of \$1,000,000 coverage.

Consultant will, upon request, provide a certificate of such insurance coverage to the Owner or its authorized representative. The Costs of insurance required for the Project and provided by the Consultant are included in the Consultant's compensation provided in 3.1. The Owner shall be named as an additional insured on the commercial general and automobile liability policies. The Owner shall be given a minimum of thirty (30) days written notice by the provider (or the insured) of each insurance policy of any change in coverage, including cancellation.

Article 2 — Owner's Responsibilities

§ 2.1. The Owner shall establish and schedule the activities of appropriate designated persons and/or committees to work with the Consultant to provide any required input and information, and to review and comment on, in a timely fashion, documents prepared by the Consultant under this Agreement.

§ 2.2. The Owner shall furnish information requested by the Consultant (to the extent available), coordinate the Project activities of Owner personnel, establish Consultant meetings with Owner personnel, establish

meetings and coordinate the activities of other consultants retained by the Owner (if any), and generally assure that the Owner's responsibilities under this Agreement are realized.

§ 2.3. The Owner may at any time, by written notice to the Consultant, modify the scope of Work to be performed by the Consultant. Notwithstanding anything to the contrary herein, reimbursement and time for performance of the modified scope of Work shall be negotiated to the mutual satisfaction of the Consultant and Owner. The Consultant shall commence performance of the modified scope of Work upon receipt of written instructions provided by the Owner to the Consultant specifying (i) the modification(s) to the existing scope of Work, (ii) the agreed-to time schedule, and (iii) the agreed-to amount of the Consultant's compensation.

Article 3 — Consultant's Compensation

§ 3.1. Compensation for Consultant's Services. The Consultant shall be compensated in a total amount not to exceed **\$9,500.00**, as set forth in **Exhibit A**, which includes Reimbursable Expenses.

§ 3.2. Compensation for Additional Services. Any Additional Services authorized by the Owner in accordance with this Agreement or Owner authorized compensation for services provided by the Consultant in excess of the not to exceed amount stated in Section 3.1 shall be performed as otherwise agreed by the parties in writing. Additional Services shall be compensated on the basis of the hourly billing rates provided in **Exhibit B**, unless a lump sum amount is mutually agreed upon between the Owner and Consultant. If the Consultant fails to obtain written Owner authorization prior to the performance of Additional Services or the performance of services that will result in payment to the Consultant in excess of the not to exceed amount stated in Section 3.1, the Consultant shall be deemed to have waived the right to compensation for performing those Additional Services or other services.

§ 3.3. Compensation for Reimbursable Expenses. Out of pocket expenses, including, but not limited to, expenses incurred for travel, communications, document and/or graphic reproduction, shipping charges, document storage and retainage (also referred to as "Reimbursable Expenses") are included in the compensation stated in Section 3.1 of this Agreement, with no markup.

Article 4 — Payments to Consultant

§ 4.1. Consultant shall invoice the Owner monthly in proportion to services performed. For any Additional Services billed hourly, Consultant's invoices shall show an hourly rate breakdown including time spent by each member of Consultant's personnel. All Additional Services billed hourly shall be at the hourly rates provided in **Exhibit B**.

§ 4.2. If requested by the Owner, Consultant shall submit all documentation requested by the Owner to support the Consultant's invoice.

Article 5 — Other Terms and Conditions of Agreement

§ 5.1. Indemnification. Notwithstanding any other provision in this Agreement to the contrary, Consultant shall indemnify and hold harmless the Owner for all damages, losses, attorney fees, or claims which the Owner sustains resulting from any negligent act, error, omission or failure to exercise reasonable care, skill or diligence on the part of the Consultant, its employees, its agents, or its sub-consultants respecting the performance of any work or service in connection with the Project.

§ 5.2. Termination. The Owner may terminate this Agreement upon seven (7) days written notice to the Consultant. Consultant will be paid for all services provided through the date of termination.

§ 5.3. Governing Law & Venue. This Agreement shall be governed by the law of the place where the Project is located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

§ 5.4. Notices. A Notice is any written notice to the Owner or the Consultant.

§ 5.4.1. Notice to the Consultant shall be deemed to have been duly served if delivered in person to an officer or any other official of the Consultant or if delivered to or sent by registered or certified mail, return receipt requested, to the Consultant's address provided above, or by electronic mail with delivery confirmation to the Consultant's Designated Representative's email addresses provided above.

§ 5.4.2. Notice to the Owner shall be deemed to have been duly served if delivered to or sent by registered or certified mail, return receipt requested, to the Owner's address provided above to the attention of the Owner's Designated Representative, or by electronic mail with delivery confirmation to the Owner's Designated Representative's email address provided above.

§ 5.5. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of each party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this Agreement.

§ 5.6. Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 5.7. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

§ 5.8. Construction. The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

§ 5.9. Captions. The captions denoting each article of this Agreement shall have no application in the interpretation thereof; the language of the Article shall be fully controlling.

§ 5.10. Effective Date. This Agreement shall be deemed effective as of the date executed by the Owner, below.

§ 5.11. Consultant represents that it is familiar with all applicable ethics law requirements in place at the time the Agreement is signed, including without limitation Ohio Revised Code Section 3517.13, and certifies that it is in compliance with such requirements. The Consultant, by its signature on this Agreement, certifies that (1) it has reviewed and understands the Ohio ethics laws and conflict of interest laws, and (2) will take no action inconsistent with these laws.

§ 5.12. Exhibits. The Exhibits to this Agreement include:

Exhibit A: Consultant's Proposal, as modified, dated March 1, 2022, attached hereto, to the extent not inconsistent to this Agreement; and

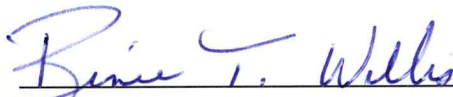
Exhibit B: Consultant's Fee Schedule, as modified.

In the event of any inconsistency between the provisions of this Agreement and any exhibit hereto or proposal, document, or other attachment generated by Consultant, the terms of this Agreement shall control.

WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representative.

**RICHMOND HEIGHTS LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**


STAN and Associates, Inc.



Signature Renée T. Willis
Superintendent

Name / Title
8/3/22

Date



Signature
Drew Koenig, PE, President

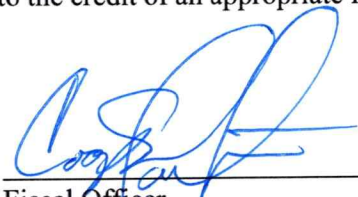
Name / Title
3/20/22

Date

**CERTIFICATE
(Section 5705.41, O.R.C.)**

The undersigned, fiscal officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: 8/3/2022



Fiscal Officer

STAN Engineers

Since 1981

FEE SCHEDULE

Engineering and commissioning services to be billed on a time and material basis shall be in accordance with the following fee schedule:

Principal-In-Charge	\$150.00 per hour
Engineer	\$140.00 per hour
Designer	\$125.00 per hour
Commissioning Project Manager	\$140.00 per hour
Commissioning Agent	\$125.00 per hour
Administrative	\$55.00 per hour

~~Reimbursable expenses as outlined below:~~

~~Where applicable, reimbursable expenses mean the actual expenses incurred directly or indirectly in conjunction with the project for: Transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); plotting of drawings, reproduction of reports, drawings, specifications, and similar project related items billed at cost. Reimbursable expenses shall include the amount billed to STAN and Associates, Inc. by special consultants employed by STAN and Associates, Inc. (where authorized) for services of such consultant and reimbursable expenses multiplied by a factor of 1.15.~~